UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

FEDERAL TRADE COMMISSION and STATE OF WASHINGTON, Plaintiffs, v. RIVERSIDE PAYMENTS, INC., a corporation; CASCADE EQUIPMENT LEASING, LLC, a limited liability company; BRANDON SKINNER, individually and as an officer and owner of Riverside Payments, Inc. and manager of Cascade Equipment Leasing, LLC; and JASON REESE, individually and as an officer and owner of Riverside Payments, Inc. and manager of Cascade Equipment Leasing, LLC, Defendants.	Case No._____ **STIPULATED ORDER FOR PERMANENT INJUNCTION, MONETARY JUDGMENT, AND OTHER RELIEF**

Plaintiffs, the Federal Trade Commission ("Commission" or "FTC") and the State of Washington, filed their Complaint for Permanent Injunction, Monetary Judgment, and Other Relief ("Complaint"), pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 53(b) & 57b, the Gramm-Leach Bliley Act ("GLB Act"), 15 U.S.C. §§ 6801–6809, 6821–27, and the Washington State Consumer Protection Act ("WA CPA"), chapter 19.86 RCW. The Plaintiffs and Defendants stipulate to the entry of this Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief ("Order") to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.

2. The Complaint charges that Defendants participated in deceptive and unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, the GLB Act, 15 U.S.C. § 6821, and RCW 19.80.020 of the WA CPA, in the marketing, offering for sale, or sale of payment processing and equipment leasing services throughout the United States.

3. Defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendants admit the facts necessary to establish jurisdiction.

4. Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees.

5. Defendants and the Plaintiffs waive all rights to appeal or otherwise challenge or contest the validity of this Order.

DEFINITIONS

For the purpose of this Order, the following definitions apply:

A. "**Billing Information**" means any data that enables any person to access a consumer's account, such as a credit card, checking, savings, share or similar account, utility bill, mortgage loan account, or debit card.

B. "**Charge**," "**Charged**," or "**Charging**" means any attempt to collect money or other consideration from a consumer, including but not limited to causing Billing Information to be submitted for payment, including against the consumer's credit card, debit card, bank account, telephone bill, or other account.

C. "**Clear(ly) and conspicuous(ly)**" means that a required disclosure is easily noticeable (i.e., difficult to miss) and easily understandable by ordinary consumers, including in all of the following ways:

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.

2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.

3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.

4. In any communication using an interactive electronic medium, such as the Internet, mobile application, or software, the disclosure must be unavoidable.

5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.

6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.

7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.

8. When the representation or sales practice targets a specific audience, such as Merchants, children, the elderly, or the terminally ill, "reasonable consumers" includes members of that group.

D. "**Corporate Defendants**" means Riverside Payments, Inc. and Cascade Equipment Leasing, LLC, and their successors and assigns.

E. "**Defendants**" means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.

F. "**Earnings Claim**" means any representation, specific or general, about income, revenues, or profit. Earnings Claims include, but are not limited to: (a) any chart, table, or mathematical calculation that demonstrates possible results based upon a combination of variables; and (b) any statements from which a person can reasonably infer that he or she will earn a minimum level of income (e.g., "earn enough money to buy a Porsche" or "earn a six-figure income"); and (c) any statements, claims, success stories, endorsements, or testimonials about the income of any other individuals.

G. "**Individual Defendants**" means Brandon Skinner and Jason Reese.

H. "**Material**" means likely to affect a person's choice of, or conduct regarding, goods or services.

I. "**Merchant**" means a consumer, including a person, corporation, or any other entity, that, as of the date of this Order, has (an) agreement(s) marketed by any Corporate Defendant for payment processing or equipment leasing goods or services.

J. "**Merchant Redress Fund**" means the account established to provide restitution and redress described in Section X.

K. "**Negative Option Feature**" means, in an offer or agreement to sell or provide any goods or services, a provision under which the consumer's silence or failure to take an

affirmative action to reject a good or service or to cancel the agreement is interpreted by the negative option seller as acceptance or continuing acceptance of the offer.

ORDER

I. PROHIBITION AGAINST MISREPRESENTATIONS

IT IS ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with promoting or offering for sale any good or service are permanently restrained and enjoined from misrepresenting or assisting others in misrepresenting, expressly or by implication:

A. The costs that consumers will pay for Defendants' goods and services;

B. That consumers will save money by using Defendants' services relative to other providers;

C. The conditions for cancellation of Defendants' goods or services, including but not limited to that the good or service is offered "risk free" or it can be cancelled:

1. with a refund and with no penalty;

2. prior to the end of a written agreement with no penalty; or

3. during an initial trial period with no penalty;

D. Any other fact Material to consumers concerning any good or service, such as: any Material restrictions, limitations, or conditions; or any Material aspect of its performance, efficacy, nature, or central characteristics.

II. PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the sale of any good or service, are permanently restrained and enjoined from making, or assisting others in making, any representation, expressly or by implication, about costs or the amount of savings to be realized from using Defendants' goods or services, or any other fact Material to consumers concerning any good or service, such as any Material restrictions, limitations, or conditions; or any Material aspect of its performance, efficacy, nature, or central characteristics, unless the representation is non-misleading, including that at the time such representation is made, Defendants possess and rely upon a reasonable basis for the representation.

III. PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO NEGATIVE OPTION FEATURE

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with promoting or offering for sale any good or service with a Negative Option Feature, are permanently restrained and enjoined from mispresenting or assisting others in misrepresenting, expressly or by implication, any Material fact of the transaction, including any of the following:

A. The existence of a Negative Option Feature;

B. Any term of the Negative Option Feature, including:

1. how and to what consumers are consenting;

2. any deadline to prevent or stop a Charge;

3. the cancellation of the Negative Option Feature; or

4. any conditions, restrictions, or limitations on obtaining a refund of a Charge;

C. Cost; or

D. Any other Material fact of the transaction, including as to the underlying good or service.

IV. REQUIRED DISCLOSURES RELATING TO NEGATIVE OPTION FEATURE

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with promoting or offering for sale any good or service with a Negative Option Feature, are permanently restrained and enjoined from:

A. Failing to Clearly and Conspicuously disclose to a consumer all Material terms of the transaction regardless of whether those terms directly relate to the Negative Option Feature, including, but not limited to:

1. that consumers will be Charged for the good or service, or that those Charges will increase after any applicable trial period ends, and, if applicable, that the Charges will be on a recurring basis, unless the consumer timely takes steps to prevent or stop such Charges;

2. each deadline (by date or frequency or as otherwise specified in the applicable agreement for the good or service) by which the consumer must act to prevent or stop the Charges, or to avoid extending the term of any agreement through the operation of the Negative Option Feature;

3. the rates or amounts (or range of costs) the consumer will be Charged, whether that rate or amount is use-based or fixed, and, if applicable, the frequency of the

Charges a consumer will incur unless the consumer takes timely steps to prevent or stop those Charges;

4. the name of the seller or provider of the good or service and, if the name of the seller or provider will not appear on billing statements, the billing descriptor that will appear on such statements;

5. any Charge or cost for which the consumer is responsible in connection with the cancellation of any agreement for goods or services, including any early termination fee Charged for cancelling the agreement, before a fixed time period has expired; and

6. how to prevent or stop recurring Charges.

B. Failing to provide the disclosures required by Section IV.A before obtaining the express informed consent as required pursuant to Section V.

C. Including, in all communications required by this Section, regardless of media, any other information that interferes with, detracts from, contradicts, or otherwise undermines the ability of consumers to read, hear, see, or otherwise understand the disclosures required by this Section.

V. OBTAINING EXPRESS INFORMED CONSENT FOR A NEGATIVE OPTION FEATURE

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with promoting or offering for sale any good or service with a Negative Option Feature, are permanently restrained and enjoined from failing to obtain a consumer's express informed consent before Charging the consumer. In obtaining such express informed consent, Defendants must:

A. Obtain the consumer's unambiguously affirmative consent to the Negative Option Feature offer separately from any other portion of the transaction, and:

1. for a written offer (including over the Internet, such as through an app), obtain the required consent through a check box, signature, or other substantially similar method, which the consumer must affirmatively select or sign to accept the Negative Option Feature and no other portion of the transaction. The consent request must be presented in a manner and format that is clear, unambiguous, non-deceptive, and free of any information not directly related to the consumer's acceptance of the Negative Option Feature, and

2. for an oral offer, obtain unambiguous express oral confirmation that the consumer: (a) consents to being Charged for any product or service, including providing, at a minimum, the last four digits of the consumer's account number to be Charged, (b) understands that the transaction includes a Negative Option Feature, and (c) understands the specific steps that the consumer must take to prevent or stop further Charges;

B. Not include any information that interferes with, detracts from, contradicts, or otherwise undermines the ability of consumers to provide their express informed consent to the Negative Option Feature; and

C. Keep or maintain verification of the consumer's consent for at least three years, including, for oral offers, an unedited voice recording of the entire transaction, and:

1. maintain each record of verification such that it can be retrieved by date and by the consumer's name, telephone number, or Billing Information; and

2. provide the record of verification upon request to the consumer, the consumer's bank, or any law enforcement entity.

VI. SIMPLE MECHANISM TO CANCEL A NEGATIVE OPTION FEATURE

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with promoting or offering for sale any good or service with a Negative Option Feature, are permanently restrained and enjoined from failing to provide simple mechanisms for a consumer to: cancel the Negative Option Feature and avoid extending the term of any agreement through the operation of the Negative Option Feature. The simple mechanism required by this Section must be at least as easy to use as the mechanism the consumer used to consent to the Negative Option Feature, though it may require the return of leased equipment (as applicable to lease agreements), and:

A. At a minimum, Defendants must provide such simple mechanisms through the same medium the consumer used to consent to the Negative Option Feature.

B. For cancellation by Internet, the cancellation mechanism must be easy to find when the consumer seeks to cancel. In no event shall a consumer be required to interact with a live or virtual representative (such as chatbot) to cancel if the consumer did not do so to consent to the Negative Option Feature.

C. For cancellation by telephone, Defendants must promptly effectuate cancellations requested by the consumer via a telephone number that is (i) answered by Corporate Defendants or records a message, (ii) available during Corporate Defendants' normal business hours, and (iii) not more costly to use than calls consumer used to consent to the Negative Option Feature; and (iv) easy to find and clearly displayed on Corporate Defendants' websites.

D. For cancellation of consent obtained in person, Defendants must offer the mechanism (i) via an in-person method similar to that the consumer used to consent to the Negative Option Feature, and (ii) through the Internet, or by providing a telephone number as

provided in this Section.

VII. NOTICE REQUIREMENT

IT IS FURTHER ORDERED that Defendants shall, within 30 days after entry of this Order, email notice, in the form shown in Attachment A, to all Merchants, (i) reminding the Merchants of the option to rescind their existing merchant processing agreement(s); (ii) informing the Merchants that Riverside will, for a 60-day period, waive the early termination fee or any penalty for rescinding the merchant processing agreements; and (iii) informing Merchants of the refunds via ACH credits as contemplated in Section X.

A. "Rescind" for purposes of this Section, means the mutual release, discharge, and cancellation of the contracting parties' remaining duties of performance under the governing merchant processing agreement(s), as well as any ancillary agreements between such parties (excluding lease agreements).

B. Notice shall be sent from an email address that Defendants regularly use for communicating with Merchants, and the email's subject line shall read, "Notice Regarding Termination Right, Waiver of Early Termination Fee, and Refund." The notice shall not contain anything other than Attachment A, unless otherwise agreed to by the FTC in writing. Defendants will allocate adequate staff to receive telephone calls and emails from Merchants in response to the notice to facilitate a timely process under this Order.

C. Within 10 days of emailing the Notice, Defendants shall submit to the Commission a sworn declaration attesting to their compliance with this Section. Within 14 days of emailing the Notice, Defendants shall send the Notice via the United States Postal Service to any Merchant whose email address returned an undelivered notification to Defendants.

D. Within 45 days of sending the Notice, Defendants will provide the FTC with an update on the number of responses they have received to the Notice. The FTC, in its sole

discretion, can direct Riverside to resend the Notice to Merchants that have not responded.

VIII. PROHIBITIONS REGARDING MERCHANTS

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from debiting, withdrawing, Charging, or attempting to collect an early termination fee from Merchants that respond to the notice required by Section VII and request to rescind their merchant processing agreement within the specified 60-day period.

IX. PROHIBITION CONCERNING EARNINGS CLAIMS

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from making any Earnings Claims or assisting others in making any Earnings Claims, expressly or by implication, unless the representation is non-misleading and at the time such representation is made, Defendants possess and rely upon competent and reliable evidence that is sufficient in quality and quantity to substantiate that the representation is true. Defendants must make the written substantiation for Earnings Claims available upon request to the potential employee or sales agent and to the FTC.

X. MONETARY JUDGMENT AND PARTIAL SUSPENSION

IT IS FURTHER ORDERED that:

A. Judgment in the amount of Thirty-Two Million, Eighty-Three Thousand, Nine Hundred Twenty-One Dollars ($32,083,921) is entered in favor of the Plaintiffs against Individual Defendants and Corporate Defendants, jointly and severally, as monetary relief.

B. Defendants shall satisfy Six Hundred Thousand Dollars ($600,000) of the judgment by establishing and funding the Merchant Redress Fund in that amount and making

payments from the Merchant Redress Fund in accordance with a pro rata distribution based on Merchant processing volume.

1. Within 60 days of the date of this Order, Defendants shall provide the FTC a proposed pro rata distribution of the Merchant Redress Fund based on Merchant processing volume in the six months preceding the date of this Order. The FTC, in its sole discretion, can accept or modify Defendants' proposed distribution.

2. Within 14 days of the FTC's approval of the distribution plan, Defendants shall use the Merchant Redress Fund to provide refunds to Merchants via ACH credits in accordance with the approved distribution. When the Merchant Redress Fund is exhausted, Corporate Defendants shall provide a declaration by a corporate officer, under penalty of perjury, identifying the Merchants that received ACH credits, and the amounts and dates of ACH credits given.

3. If Defendants are unable to make payments from the Merchant Redress Fund to Processing Merchants for any reason, Defendants shall comply with Section X.B by paying $600,000 to the Commission within 80 days of entry of this Order. Such payment must be made by electronic fund transfer in accordance with instructions provided by a representative of the Commission.

C. Subject to the conditions set forth in this Order, the remainder of the judgment is suspended. The Plaintiffs' agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendants' sworn financial statements and related documents (collectively, "Financial Representations") submitted to the Commission, namely:

1. the Financial Statement of Riverside Payments, Inc., signed by Jason Reese, Owner and CFO, on March 25, 2026, including the attachments;

2. the Financial Statement of Cascade Equipment Leasing, LLC, signed by Jason Reese, Owner and CFO, on March 25, 2026, including the attachments;

3. the Financial Statement of Brandon Skinner, signed on March 25, 2026, including the attachments;

4. the Financial Statement of Jason Reese, signed on March 25, 2026, including the attachments; and

5. the additional documentation submitted from Defendants' counsel, Greenberg Traurig, LLP, to Commission counsel, Molly Rucki and Ben Davidson, via email on June 1, 2026 and June 23, 2026, including the attachments.

D. The suspension of the judgment will be lifted as to any Defendant if:

1. Defendants fail to timely fund and distribute the Merchant Redress Fund as outlined in Section X.B of this Order or, if Defendants are unable to distribute the Merchant Redress Fund, Defendants fail to pay the Commission as provided in Section X.B.3; or

2. upon motion by the Commission or the State of Washington, the Court finds that such Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the Financial Representations identified above.

E. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that Defendant in the amounts specified in Section X.A above (which the parties stipulate only for purposes of this Section represents the consumer redress for the violations alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.

F. Defendants relinquish dominion and all legal and equitable right, title, and interest

in all assets transferred pursuant to this Order and may not seek the return of any assets.

G. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission or the State of Washington, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

H. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.

I. Each Defendant acknowledges that Defendant's Employer Identification Number, Social Security Number, or other Taxpayer Identification Number ("TIN"), which must be provided to the Commission within 7 days of entry of this Order, may be used by the Commission for reporting and other lawful purposes, including collecting on any delinquent amount arising out of this Order in accordance with 31 U.S.C. §7701.

J. All money received by the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for consumer relief, such as redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after such redress is completed, the Commission may apply any remaining money for such related relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any money not used for relief is to be deposited to the U.S. Treasury. Defendants have no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

XI. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from directly or indirectly failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress.

If a representative of the Commission requests in writing any information related to redress, Defendants must provide it, in the form prescribed by the Commission, within 14 days.

XII. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Defendants obtain acknowledgments of receipt of this Order:

A. Each Defendant, within 7 days of entry of this Order, must submit to the Plaintiffs an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For 5 years after entry of this Order, each Individual Defendant for any business that such Defendant, individually or collectively with any other Defendants, is the majority owner or controls directly or indirectly, and each Corporate Defendant, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of the Order and all agents and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which a Defendant delivered a copy of this

Order, that Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

XIII. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defendants make timely submissions to the Commission:

A. One year after entry of this Order, each Defendant must submit a compliance report, sworn under penalty of perjury:

1. Each Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with Defendant; (b) identify all of that Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales and the involvement of any other Defendant (which Individual Defendants must describe if they know or should know due to their own involvement); (d) describe in detail whether and how that Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.

2. Additionally, each Individual Defendant must: (a) identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences; (b) identify all business activities, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest; and (c) describe in detail such Defendant's involvement in each such business, including title, role, responsibilities, participation,

authority, control, and any ownership.

B. For 10 years after entry of this Order, each Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any Corporate Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

2. Additionally, each Individual Defendant must report any change in: (a) name, including aliases or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

C. Each Defendant must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Defendant within 14 days of its filing.

D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: "I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on _____" and supplying the date, signatory's full name, title (if applicable), and signature.

E. Unless otherwise directed by a Commission representative in writing, all

submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: FTC v. Riverside Payments, Inc.

XIV. RECORDKEEPING

IT IS FURTHER ORDERED that Defendants must create certain records for 10 years after entry of the Order, and retain each such record for 5 years. Specifically, each Corporate Defendant and each Individual Defendant, for any business that such Defendant, individually or collectively with any other Defendants, is a majority owner or controls directly or indirectly, must create and retain the following records:

A. Accounting records showing the revenues from all goods or services sold;

B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;

C. Records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;

D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and

E. A copy of each unique advertisement or other marketing material.

XV. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants' compliance with this Order, including the financial representations upon which part of the judgment was suspended, and any failure to transfer any assets as required by this Order:

A. Within 45 days of receipt of a written request from a representative of the Commission, each Defendant must: submit additional compliance reports or other requested

information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Commission is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including depositions by remote means), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the Commission is authorized to communicate directly with each Defendant. Defendant must permit representatives of the Commission to interview any employee or other person affiliated with any Defendant who has agreed to such an interview. The person interviewed may have counsel present.

C. The Commission may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Defendants or any individual or entity affiliated with Defendants, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

D. Upon written request from a representative of the Commission, any consumer reporting agency must furnish consumer reports concerning Individual Defendants, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

XVI. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

SO ORDERED this _____ day of _____, 202__.

_____
UNITED STATES DISTRICT JUDGE

SO STIPULATED AND AGREED:

FOR PLAINTIFFS:

FEDERAL TRADE COMMISSION

/s/ *Molly Rucki*

Date: October 28, 2026

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DEFENDANT RIVERSIDE PAYMENTS, INC.:



Date: 10/22/2026

BRANDON SKINNER INDIVIDUALLY AND AS AN OFFICER OF RIVERSIDE PAYMENTS, INC.

DEFENDANT CASCADE EQUIPMENT LEASING, LLC:

Jason Reese

JASON REESE INDIVIDUALLY AND AS AN OFFICER OF CASCADE EQUIPMENT LEASING, LLC

Date: 10/22/26

DEFENDANT BRANDON SKINNER:

BRANDON SKINNER

Date: 10/22/2026

DEFENDANT JASON REESE:

Jason Reese

JASON REESE

Date: 10/22/26

Attachment A

NOTICE TO RIVERSIDE PAYMENTS, INC. AND CASCADE EQUIPMENT LEASING, LLC CUSTOMERS

Subject Line: Notice Regarding Termination Right, Waiver of Early Termination Fee, and Refund

Email Preview Text: You have the option to cancel your contract with Riverside Payments

TEXT:

Dear Merchant:

Records show you're a current payment processing client of Riverside Payments. We reached a settlement with the Federal Trade Commission, the nation's consumer protection agency, to resolve charges that we violated the law. In the lawsuit, the FTC claims that:

- you were charged higher costs than we originally quoted when you signed up with Riverside;
- you were charged hidden rates and fees (like an early termination fee) that you didn't know about; and
- it was difficult for you to cancel your payment processing agreements and equipment leases.

To settle the lawsuit, Riverside will waive early termination fees for clients that choose to cancel their merchant processing agreements. Riverside will also provide partial refunds from a [$] settlement fund.

I want to cancel my processing agreements with Riverside. What happens next?

- You must email your cancellation request to [insert email address] or call (866) 720-0644 within 60 days of receiving this notice.
- Your merchant processing agreements will be automatically terminated on the date your next billing cycle closes.
- **You will not be charged an early termination fee.**
- You will no longer be able to process payments through Riverside.
- Your equipment lease agreement will remain in effect according to its original terms. At the end of the four-year lease term, the lease will automatically renew on a monthly basis after the initial term unless you cancel. You must call (866) 720-0644 to cancel and return the leased equipment.

I want to continue processing with Riverside. What happens next?

- To choose this option, you do not need to do anything.
- Your merchant processing agreement is effective for an initial three-year term and, unless you terminate, will renew on a monthly or annual basis after the initial term.
- Your equipment lease agreement will remain in effect according to its original terms. At the end of the four-year lease term, the lease will automatically renew on a monthly basis after the initial term unless you cancel. You must call (866) 720-0644 to cancel and return the leased equipment.

What happens if I don't request cancellation of my processing agreements by the 60-day deadline?

- You can still cancel the processing agreement at any time, but you will be required to pay an early termination fee. Riverside is offering a one-time waiver of the early termination fee as part of its settlement with the FTC.

Am I eligible for a refund?

- Everyone receiving this notice that has processed payments through Riverside will receive a refund from Riverside. The refund will automatically be deposited to your bank account.
- You will receive the refund regardless of whether you continue processing with Riverside or not.
- Refunds will vary depending on the size of your account.

For more information about Riverside Payments' settlement with the FTC, visit [Riverside Payments URL and/or FTC URL].

Sincerely,

Riverside Payments, Inc.